



# City of West University Place

*A Neighborhood City*

## **CITY COUNCIL**

Susan Sample, Mayor  
Wayne J. Franklin, Mayor Pro Tem  
Bob Higley, Councilmember  
Kellye Burke, Councilmember  
Mardi Turner, Councilmember

## **STAFF**

M. Christopher Peifer, City Manager  
Alan Petrov, City Attorney  
Thelma Gilliam, City Secretary

## **City Council Meeting Agenda**

**Notice is hereby given of a workshop and regular City Council meeting** of West University Place to be held on **Monday, August 27, 2018** beginning at **6:00 p.m.** in the **Municipal Building** located at 3800 University Boulevard, West University Place, Texas, for the purpose of considering the following agenda items

Note: All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

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### **WORKSHOP (6:00 p.m. in Council Chambers Conference Room)**

#### **1. Virtual Gate Security Program**

Matters related to a Workshop to receive an update on the City's Virtual Gate Security Program. *Discuss and take any desired action. Mr. Gary McFarland, IT Director and Mr. Ken Walker, Police Chief*

#### **Recess Special Meeting and Convene Executive Session in Council Conference Room**

Notice is hereby given that the City Council will convene into executive session in accordance with the following provisions of Chapter 551 of the Texas Government Code:

**Section 551.076** – Deliberation regarding security devices

#### **2. Close Executive Session and Reconvene Special Meeting in Council Chambers**

Take any desired action.

#### **3. Adjourn Special Meeting**

### **REGULAR MEETING (6:30 p.m. in the Council Chambers)**

Call to Order

Pledge of Allegiance

Matters related to the notice of this meeting

Agenda items are as follows:

#### **4. Public Comments**

This is an opportunity for citizens to speak to Council relating to agenda and non-agenda items. If the topic the speaker wishes to address is on the agenda, the speaker can either speak at this time or defer his/her comments until such time the item is discussed. Speakers are advised that comments cannot be received on matters which are the subject of a public hearing once the

hearing has been closed. Public comments must be kept relevant to the subject before the Council. The presiding officer shall rule on the relevance of comments. Persons making irrelevant, personal, impertinent, or slanderous remarks may be barred by the presiding officer from further comment before the Council during the meeting. Speakers are required to register in advance and must limit their presentations to three minutes each.

**5. Award contract for Police Vehicles**

Matters related to the purchase of two (2) police vehicles. *Recommended Action: Appropriate \$96,000 from the Vehicle Replacement Fund for the replacement of two (2) police patrol vehicles and ancillary equipment; award the bid to Helfman Ford in the amount of \$62,290, and authorize the city manager to purchase the two police vehicles and ancillary equipment. Mr. Dave Beach, Public Works Director* [see Agenda Memo 5]

**6. Designation of Houston-Galveston Area Council Representatives**

Matters related to a designating a representative and an alternate to the Houston-Galveston Area Council 2019 General Assembly. *Recommended Action: Discuss and take any desired action. Mr. M. Chris Peifer, City Manager* [see Agenda Memo 6]

**7. Consent Agenda**

All Consent Agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member requests in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

**A. City Council Minutes**

Approve City Council Action Minutes of August 13, 2018. *Recommended Action: Approve Minutes. Ms. Thelma Gilliam, City Secretary* [see Action Minutes]

**8. Adjourn**

**In compliance with the Americans with Disabilities Act, if you plan to attend this public meeting and you have a disability that requires special arrangements, please contact City Secretary Thelma Gilliam at 713.662.5813 at least 24 hours prior to the meeting so that reasonable accommodations can be made to assist in your participation in the meeting. The Council Chambers is wheel chair accessible from the west entrance and specially marked parking spaces are available in the southwest parking area. Special seating will be provided.**

I certify that the attached notice and agenda of items to be considered by the West University Place City Council on August 27, 2018 was posted on the Municipal Building bulletin board on August 24, 2018 at approximately 11:00 o'clock a.m.

(SEAL)

  
\_\_\_\_\_  
Thelma A. Gilliam, TRMC, CMC, City Secretary

**AGENDA MEMO**  
**BUSINESS OF THE CITY COUNCIL**  
**CITY OF WEST UNIVERSITY PLACE, TEXAS**

<b>AGENDA OF:</b>	August 27, 2018	<b>AGENDA ITEM:</b>	5
<b>DATE SUBMITTED:</b>	August 22, 2018	<b>DEPARTMENT:</b>	Public Works
<b>PREPARED BY:</b>	G. Barrera, General Services Superintendent	<b>PRESENTER:</b>	D. Beach, ACM/Public Works Director
<b>SUBJECT:</b>	<b>Award of Bid – Police Patrol Vehicles</b>		
<b>ATTACHMENTS:</b>	<b>General Services Agreement – Helfman Ford</b>		
<b>EXPENDITURE REQUIRED:</b>	\$96,000.00		
<b>AMOUNT BUDGETED:</b>	\$0.00		
<b>ACCOUNT NO.:</b>	N/A		
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>	\$96,000.00		
<b>ACCOUNT NO.:</b>	501-8020-84060		

**EXECUTIVE SUMMARY**

In July 2018, Ford Motor Company announced that it was no longer accepting orders of the 2019 Police Pursuit SUV model after September 14, 2018. Any orders placed after this time would have to wait until the production of the 2020 model and would not be available for delivery until late 2019 or 2020.

In order to keep model years and vehicle features consistent with other units in the existing fleet, staff is requesting an earlier replacement of the last two Chevy Caprice patrol vehicles and the ancillary equipment, which are currently scheduled for replacement in 2019.

In August 2018, staff published formal bids in compliance with Texas bid requirements and received only (1) qualified bid in the amount of \$62,290 (\$31,145 / vehicle) from Helfman Ford located in Stafford Texas. In comparing the price to bids received in January 2018 for comparable vehicles, staff feels the bid is highly competitive and a fair market price.

Funds were not budgeted for the replacements in 2018, but funds are available from the City's Vehicle Replacement Fund for the cost of these vehicles and their ancillary equipment, which allocates \$100,000 for these purchases in the FY 2019 Budget. Delivery of the vehicles is expected to take 90 – 120 days.

The City Attorney has reviewed the contract per legal form.

**RECOMMENDATION**

Staff recommends the City Council authorize the following:

1. Appropriate \$96,000 from the Vehicle Replacement Fund for replacement of two (2) police patrol vehicles and ancillary equipment,
2. Award the bid received from Helfman Ford in the amount of \$62,290, and
3. Authorize the City Manager to purchase two police patrol vehicles and ancillary equipment.



City of  
**West University  
Place**

**GENERAL SERVICES CONTRACT**

Revised 02/08/18

This General Services Contract (Contract) is made between the City of West University Place, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Signatures
- III. Standard Contractual Provisions

- IV. Special Terms and Conditions
- V. Additional Contract Documents

***I. Summary of Contract Terms.***

Contractor: **HELFMAN FORD**

Description of Services: **BID 18-08 – Purchase of two (2) 2019 Ford Interceptor Utility Vehicles (SUV)**

Price: **\$62,290.00**

Additional Work in addition to Base Contract Price: **N/A**

Effective Date: **August 28, 2018**

Termination Date: **N/A**

Renewal: **N/A**

***II. Signatures.*** By signing below, the parties agree to the terms of this Contract:

**CITY OF WEST UNIVERSITY PLACE:\***

**CONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

Signed by: Date: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_ Council Approved on \_\_\_\_/\_\_\_\_/\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_ City Manager

\_\_\_\_ Department Head

\_\_\_\_ Division Head

\*Contract Signature Authority:

Division Head - \$2,999 or less

Department Head - \$3,000 to \$14,999

City Manager - \$15,000 to \$50,000

Over \$50,000 – Council approval required

Attest: City Secretary

### ***III. Standard Contractual Provision.***

#### **A. Definitions.**

*Contract* means this General Services Contract.

*Services* means the services for which the City solicited bids or received proposals as described in this Contract.

B. **Services and Payment.** Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

#### **C. Termination Provisions.**

(1) *City Termination for Convenience.* Under the paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminated this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of the Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

(3) *Multi-Year Contracts and Funding.* If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year and there are no funds from the City's sale of debt instruments to make the required payment, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the contract.

D. **Liability and Indemnity.** Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract or that provides for contractual indemnity by one party to the other party to this Contract is not applicable or effective under this Contract. Except where an Additional Contract Document provided by the City provides otherwise, each party to this Contract is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Contract in accordance with applicable law. This provision does not affect the right of either party to this contract who is sued by a third party of acts or omissions arising from this Contract to bring in the other party to this Contract as a third-party defendant as allowed by law.

E. **Assignment.** The Contractor shall not assign this Contract without the prior written consent of the City.

F. **Law Governing and Venue.** This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Harris County, Texas.

G. **Entire Contract.** This Contract represents the entire Contract between the City and the Contractor and

supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

- H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has not right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
- I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. Attorney's Fees. Should either party to this Contract bring suit against the other party for breach of contract or for any other cause relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.
- K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

#### ***IV. Special Terms or Conditions.***

- A. Pursuant to Section 2252.908 of the Government Code, any contracts entered into on or after January 1, 2016 that require an action or vote by a governing body of the entity or agency and/or have a value of at least one (1) million dollars, will need to meet the following requirements once the bidder is notified of the award of contract:
  - (1) A business entity will need to file form 1295 – Certificate of Interested Parties electronically via the Texas Ethics Commission website (<https://www.ethics.state.tx.us/main/file.htm> ). The business entity will be required to create a profile on the site.
  - (2) Once the form is submitted electronically, the business entity will need to print, sign and have the form notarized and submit it to the City as part of this agreement.

The City will then need to acknowledge the form electronically no later than the 30<sup>th</sup> day after the date the contract binds all parties to the contract and include a copy of the signed/notarized version to the contract documents.

- B. As required by Chapter 2270, Texas Government Code, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

***V. Additional Contract Documents.*** The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision not included in the Contractor's Additional Contract Documents, does not apply to this contract.

- A. Contractor's Additional Contract Documents:
  - 1. Bid Submittal – Helfman Ford.
- B. City's Additional Contract Documents:
  - 1. ***None***

END OF DOCUMENT

**Attachment No. 1**  
**Bid Submittal – Helfman Ford**  
**(Bid No. 18-08)**

**BID SPECS**  
**2019 Ford Interceptor Utility Vehicle (SUV)**



CITY OF WEST UNIVERSITY PLACE  
2019 FORD INTERCEPTOR - UTILITY SUV  
7/30/2018

<u>DRIVETRAIN</u>	Police Interceptor Utility (AWD)	K8A✓	
<u>POWER TRAIN</u>	Utility - 3.7 Ti-VCT V6	99R✓	
<u>WHEELS</u>	Standard HD 18" - 5 Spoke		
<u>BODY COLOR</u>	Oxford White	Y2✓	
<u>EQUIP GROUP</u>		500A✓	
<u>OPTIONS</u>	Aux Climate Control	17A✓	
	Done Light-red/white cargo area	17T✓	
	Rear window power disable	18W✓	
	100 watt siren/speaker	18X✓	
	Silent Mode	43L✓	
	6-SPD Auto Trans	44C✓	
	Spot lamp LED-Whelen-Driver only¹	51T✓	
	Hidden door plungr/inop rear handle	52P✓	
	Sync System	53M✓	
	Keyed Alike	59E✓	
	Pre-wire grille lamp, siren, spkr	60A✓	
	Remappable Switches (4)	61S✓	
	Underbody Deflector Plate	76D✓	
	Reverse Sensing System	76R✓	
	Headlamp Housing	86P✓	
	Taillamp Lighting Solution	86T✓	
	Rear view Camera-display rearview	87R✓	
	Ballistic Door Panels (Dvr&Psng)	90G✓	
	Glass-Solar tint 2nd row, rear qtr	92G✓	
	Daytime Run Lamp	94Z✓	*required with 43L

*(intentionally left blank)*



City of  
West University  
Place

# **BID SUBMITTAL PACKET**

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

HELFMAN FORD  
stafford, TX United States

Certificate Number:  
2018-386216

Date Filed:  
07/30/2018

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

city of west university

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

18-08  
PURCHASE (2) 2019 FORD INTERCEPTOR SUV

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO interested Party.



### 6 UNSWORN DECLARATION

My name is Bill Chrisman, and my date of birth is 7-31-1945.

My address is 12220 SW Fwy STAFFORD TX 77477 FT B. ill  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Foot Board County, State of Texas, on the 30 day of July, 2018.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



City of  
West University  
Place

BID No. 18-08 – Purchase of two (2) 2019 Ford Interceptor Utility Vehicle (SUV)

**DUE DATE:** Wednesday August 15, 2018

Due no later than 09:00 A.M. CST. Bids received later than the date and time above will not be considered.

**BIDDERS NOTE:** Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples in an appropriately sized envelope or box. PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID".

**RETURN BID TO:** City of West University Place  
City Secretary's Office  
3800 University Blvd.  
West University Place, Texas 77005  
Phone: 713-662-5813 Fax: 713-662-5305

**Project Officer:** Gerardo Barrera, General Services Superintendent

**Total Amount of Bid:**

\$ 62,290<sup>00</sup>

**Company Name:**

HELFMAN FORD

**Company Address:**

12220 SW Fwy

**City, State, Zip Code:**

STAFFORD, TX 77477

**Taxpayer Identification Number (T.I.N.):**

76-0002969

**Telephone:**

281-2403673

**Fax:**

281-274-7204

**e-mail:**

BCHUISMAN@HELFMANFORD.COM

**Signature:**

**Print Name**

Bill Chuisman

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job and certifies that all statements made by you are true, complete and correct. All prices and signatures must be typewritten or written in ink. Contract is not valid until Award Letter is issued, which will become part of this contract.]

**Accepted by:** \_\_\_\_\_

**Date:** \_\_\_\_\_



## BID CHECKLIST

This checklist is intended as a reminder of what must be included in the bid.

Bidder must sign Bid Checklist acknowledging that all checked items have been submitted with bid.

If a bidder fails to submit the following items in its bid, the CITY may consider the bid non-responsive.

- ☒ Qualification Statement
- ☒ Price Schedule
- ☒ Residence Certificate/Tax Form
- ☐ Insurance and
- ☒ Reference Sheet (minimum three [3] sheets should be submitted)
- ☒ Conflict of Interest Questionnaire (if applicable)
- ☒ General Service Contract (CITY will provide upon awarding of contract)
- ☐ Other Forms (Check only if Bidder has submitted a separate page detailing pricing for services not mentioned in this bid.)

  
BIDDER

  
DATE



## QUALIFICATION STATEMENT

City: City of West University Place, Texas

City's Office: City Secretary's Office  
3800 University Blvd.  
West University Place, Texas 77005  
Phone: 713-662-5813 Fax: 713-662-5305

Project: BID No. 18-08 – Purchase of two (2) 2019 Ford Interceptor Utility Vehicle (SUV)

Project Location: City of West University Place Texas

Project Officer: Gerardo Barrera, General Services Superintendent

**SMILAR WORK (DEFINITION):**

Sale of Trucks/Vehicles

NOTE: If any bid is to be made jointly by two or more entities, each entity must complete a separate statement.

The undersigned BIDDER certifies the following,

**A. GENERAL:**

Full Legal Name of BIDDER: HELFMAN FORD

Check one: ( ) Partnership ( ) Joint Venture ( ☒ ) Corporation  
( ) Other:

Address: 12220 9<sup>th</sup> Fwy STAFFORD TX 77477

Telephone: 281-274-7204 Fax: 281-240-4177

Texas Vendor Identification No.: \_\_\_\_\_

Tax Identification No.: 76-0002969

**B. ORGANIZATIONAL BACKGROUND:**

1. If the BIDDER is a PARTNERSHIP or JOINT VENTURE

a. Date of organization: \_\_\_\_\_

b. State whether partnership is general or limited: \_\_\_\_\_

c. List all general partners and any limited partners owning 10% or more:

Name	Address	Phone	% owned
------	---------	-------	---------

2. If BIDDER is a CORPORATION or LLC:

- a. Date of incorporation or formation: 1983
- b. State of incorporation or formation: TEXAS
- c. Charter/permit number: 585378
- d. Principal place(s) of business: 1220 SW Fwy STAFFORD TX 77477
- e. Other state(s) in which firm is authorized to do business: None
- f. Officers
- President: Alan Helfman
- Vice President(s): MIKE GROSS
- Secretary: MIKE GROSS
- Treasurer: \_\_\_\_\_
- Other: \_\_\_\_\_

- g. List all persons and entities owning 10% or more of the firm:
- | Name  | Address | Telephone | % owned |
|-------|---------|-----------|---------|
| _____ | _____   | _____     | _____   |
| _____ | _____   | _____     | _____   |
| _____ | _____   | _____     | _____   |

3. If the BIDDER is other than a partnership, LLC or corporation:

- a. Describe the organization: \_\_\_\_\_
- b. List all principals of the organization:
- | Name  | Address | Telephone | Title |
|-------|---------|-----------|-------|
| _____ | _____   | _____     | _____ |
| _____ | _____   | _____     | _____ |
| _____ | _____   | _____     | _____ |
- c. Date and manner of the organization's formation: \_\_\_\_\_

4. How long has the BIDDER done business under its present name and at its present address?

- 32 years
- a. Under what other or former names and addresses has the BIDDER operated in the past five years?
- | Name  | Address | Years |
|-------|---------|-------|
| _____ | _____   | _____ |
| _____ | _____   | _____ |
- b. Has the BIDDER ever defaulted, declared bankruptcy, or undergone reorganization procedures?
- \_\_\_\_ Yes X No
- If "yes", attach details: list of creditors, amounts owed, amounts repaid, resolution of proceedings, etc.
- c. Has a predecessor of the BIDDER defaulted, declared bankruptcy, or undergone reorganization procedures?
- \_\_\_\_ Yes V No
- If "yes", attach details, as above.



d. Does the BIDDER presently have outstanding claims pending against it?

\_\_\_\_\_ Yes        No  
If "yes", attach details, as above.

e. Has the BIDDER been involved in litigation within the past five years, or is it currently involved in litigation?

\_\_\_\_\_ Yes        No  
If "yes", attach details, as above.

f. Has an officer or principal of the BIDDER ever engaged in any of the activities or had claims against it, him or her as described in this Part B?

\_\_\_\_\_ Yes        No  
If "yes", attach details, as above.

5. Has BIDDER ever changed its name, changed its form of organization or merged?

\_\_\_\_\_ Yes        No  
If "yes," attach a detailed description of any name changes, changes in entity form or mergers, including documentary proof that any surviving entity succeeded to all liabilities of the pre-existing entities.

C. **SIMILAR WORK:**

(Note: "similar work" is defined above.)

1. How many years experience in "similar work" has the BIDDER had?

a. As a Seller: 50 years

2. Has the BIDDER ever failed to complete a contract, forfeited a bid bond/proposal guaranty, had liquidated damages withheld from its total compensation due on a contract (in excess of 1% of total contract payments), or refused to enter into contract for work awarded to it?

\_\_\_\_\_ Yes        No

If "yes", attach details: (a) name of project, (b) contract amount, (c) type of work, (d) name and addresses of: (i) project engineer, (ii) contractor, and (iii) owner, (e) when, (f) where, and (g) why.

3. BIDDER must attach a "Reference Sheet" (form attached) for each of the BIDDER's five largest current projects with "similar work" and for BIDDER's five most recently terminated projects with "similar work" (terminated projects include projects and facilities where BIDDER's services terminated for any reason and projects for which a contract was awarded but the work was not started).

**NOTE: A minimum of three (3) Reference Sheets must be completed and attached. Other references are to be submitted to the CITY upon request.**

D.

**CERTIFICATION:**

The BIDDER certifies that all information contained in or attached to this Statement is current, correct, and complete. Any person, depository, agency, or other entity named in the Statement or attachments is authorized to supply the CITY or its representative with any information necessary to verify information from this Statement.

HEIFMAN FORD  
Bill Chrisman  
(Print or type Bidder's name)

By: (authorized signature)

Name: Bill Chrisman Title: Fleet Manager

Date: 8-8-18



PRICE SCHEDULE

**FIXED PRICE QUOTATION**  
(Bottom-line: What will it cost the City to purchase)

# of Delivery Days

Warranties: (list warranties and price)

*APPROX 14-16 weeks APO*

*36 month or 36,000 m.ks*  
*"Bumper to Bumper"*  
*60 month or 100,000 miles*  
*POWERTRAIN*

\$ \_\_\_\_\_  
\$ *STD*  
\$ \_\_\_\_\_  
\$ *STD*  
\$ \_\_\_\_\_

*\* Order MUST be placed BEFORE 8/31/18  
TO ENSURE PRODUCTION  
FOR 2019 model*

TOTALS

PRICE FOR (1) VEHICLE

\$ *31,145.00* (with all options listed with all specifications)

TOTAL PRICE FOR TWO (2) VEHICLES

\$ *62,290.00* (price above x 2)

Bidder may submit separate pricing sheet if needed, as well as the vehicle order confirmation from Ford.

BIDDER INFORMATION

COMPANY NAME

*HELFMAN FOOD*

ADDRESS

*12220 SW Fwy*

CITY, STATE, ZIP CODE

*STAFFORD TX 77477*

BIDDER'S NAME

*Bill Chrisman*

(Please print or type)

SIGNATURE OF BIDDER

*[Signature]*

TITLE

*Fleet Manager*

TELEPHONE

*281-274-7204*

EMAIL ADDRESS

*Bchrisman@HelfmanFood.com*

DATE



**RESIDENCE CERTIFICATION/TAX FORM**

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, City of West University Place requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- Nonresident bidder" refers to a person/company who is not a resident of this state.
- Resident bidder" refers to a person/company whose principal place of business is in Texas, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that HELFMAN FOOD is a Resident Bidder of Texas as defined in  
[Company Name]  
Government Code §2252.001.

☐ I certify that \_\_\_\_\_ is a Nonresident Bidder as defined in  
[Company Name]  
Government Code §2252.001 and our principal place of business is \_\_\_\_\_  
[City and State]

Taxpayer Identification Number (T. I. N.): 76-0002969

Company Name submitting Bid/Proposal: HELFMAN FOOD

Mailing Address: 12220 SW Fwy STAFFORD TX 77477

If you are an individual, list the names and addresses of any partnership of which you are a general partner:

\_\_\_\_\_  
\_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

HELFMAN FORD INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

12220 SOUTHWEST FREEWAY

6 City, state, and ZIP code

STAFFORD, TX 77477

Requester's name and address (optional)

7 List account number(s) here (optional)

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

7 6 - 0 0 0 2 9 6 9

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*William Zell - ACCTS PAYABLE*

Date ► 1/10/18

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



## **INSURANCE SPECIFICATIONS**

*(Only required to be submitted if BIDDER is doing work on City property)*

Owner: City of West University Place

Project: BID No. 18-08 – Purchase of two (2) 2019 Ford Interceptor Utility Vehicle (SUV)

INSURANCE: The successful bidder shall provide and maintain the minimum insurance coverage's set forth below during the term of its agreement with the City.

- Commercial General Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations (\$1,000,000 products/ completed operations aggregate), and XCU (Explosion, Collapse, Underground) hazards. Coverage must be written on an occurrence form. Contractual Liability must be maintained covering the Contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the each-occurrence limit.
- Workers Compensation insurance at statutory limits, including Employer's Liability coverage at minimum limits of \$500,000 each-occurrence each accident/\$500,000 by disease each-occurrence/\$500,000 by disease aggregate.
- Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned and hired car coverage.

Any Subcontractor(s) hired by the Contractor shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City of West University Place accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

A Comprehensive General Liability insurance form may be used in lieu of a Commercial General Liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$1,000,000 each-occurrence, combined single limit, and coverage must include a broad form Comprehensive General Liability Endorsement, products/completed operations, XCU hazards and contractual liability.

With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

- The City of West University Place shall be named as an additional insured with respect to General Liability and Automobile Liability.
- All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- A waiver of subrogation in favor of The City of West University Place shall be contained in the Workers Compensation and all liability policies.
- All insurance policies shall be endorsed to require the insurer to immediately notify The City of West University Place of any material change in the insurance coverage.
- All insurance policies shall be endorsed to the effect that The City of West University Place will receive at least thirty-(30) days notice prior to cancellation or non-renewal of the insurance.
- All insurance policies, which name The City of West University Place as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- Contractor may maintain reasonable and customary deductibles, subject to approval by The City of West University Place.

- Insurance must be purchased from insurers that are financially acceptable to the City of West University Place. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- Sets forth all endorsements and insurance coverage's according to requirements and instructions contained herein.
- Shall specifically set forth the notice-of-cancellation or termination provisions to The City of West University Place.

Upon request, Contractor shall furnish The City of West University Place with certified copies of all insurance policies.

A valid certificate of insurance verifying each of the coverage's required above shall be submitted upon award. The certificate of insurance shall be sent to:

City of West University Place  
City Secretary's Office  
3800 University Blvd  
West University Place, TX 77005

#### **Reduction or Waiver of Insurance Requirements**

The City may at any time reduce or waive all or part of the insurance requirements established by this document for any contractor that has entered into an agreement with the City to provide the services for which this insurance applies, if the City determines that the reduction or waiver will not unreasonably expose the City to a risk of liability or loss. An authorized City representative must authorize any reduction or waiver of these insurance requirements in writing before the reduction or waiver is effective.



# HELFMAN FORD

## REFERENCES

Please provide at least three (3) references (co. name, address, telephone no., e-mail address and contact) that have used your company for the same goods or services requesting in this bid. List those companies that have used your goods or services in the last 3-4 years.

4. Co. Name CITY OF MISSOURI CITY  
Contact MIKE TUBBS  
Address 1919 SCARLIN RD. MC TY 77489  
Phone # 281-403-7583 Fax # \_\_\_\_\_  
E-mail Address MICHAEL.TUBBS@MISSOURICITYTX.GOV

4. Co. Name CITY OF STAFFORD  
Contact LT. GARCIA  
Address 2702 SO MAIN STAFFORD TX 77477  
Phone # 281-261-3950 Fax # \_\_\_\_\_  
E-mail Address \_\_\_\_\_

4. Co. Name FORT BEND COUNTY  
Contact Debbie KAMINSKI  
Address 301 JACKSON ROSENBERG DR 77469  
Phone # 281-341-8640 Fax # \_\_\_\_\_  
E-mail Address Debbie.Kaminski@FortBendCountyTX.GOV

4. Co. Name CITY OF HUDWIG VILLAGE  
Contact PAUL WARNER  
Address 455 P. W. POINT RD. H W TX 77024  
Phone # 713 461-4797 Fax # \_\_\_\_\_  
E-mail Address PWARNER@THECITYOFHUDWIGVILLAGE.COM

4. Co. Name CITY OF WEST UNIVERSITY  
Contact GERARDO BARRERA  
Address \_\_\_\_\_  
Phone # 713-662-5845 Fax # \_\_\_\_\_  
E-mail Address \_\_\_\_\_



**AGENDA MEMO**  
**BUSINESS OF THE CITY COUNCIL**  
**CITY OF WEST UNIVERSITY PLACE, TEXAS**

<b>AGENDA OF:</b>	August 27, 2018	<b>AGENDA ITEM:</b>	6
<b>DATE SUBMITTED:</b>	August 23, 2018	<b>DEPARTMENT:</b>	Administration
<b>PREPARED BY:</b>	Thelma Gilliam City Secretary	<b>PRESENTER:</b>	M. Chris Peifer City Manager
<b>SUBJECT:</b>	Designating a representative and alternate to the H-GAC 2019 General Assembly		
<b>ATTACHMENTS:</b>	N/A		
<b>EXPENDITURE REQUIRED:</b>	N/A		
<b>AMOUNT BUDGETED:</b>	N/A		
<b>ACCOUNT NO.:</b>	N/A		
<b>ADDITIONAL APPROPRIATION REQUIRED:</b>	N/A		
<b>ACCOUNT NO.:</b>	N/A		

**EXECUTIVE SUMMARY**

H-GAC's mission is to serve as the instrument of local government cooperation, promoting the region's orderly development and the safety and welfare of its citizens.

H-GAC provides planning programs in most areas of shared governmental concern. All H-GAC programs are carried out under the policy direction of H-GAC's local elected official Board of Directors. It is made up of the region's local governments and their elected officials, and works together with public and private sector organizations.

The 13 counties in H-GAC's service region are: Austin, Brazoria, Chambers, Colorado, Fort Bend, Galveston, Harris, Liberty, Matagorda, Montgomery, Walker, Waller, and Wharton and there are more than 100 member cities in the region.

The Houston-Galveston Area Council's (H-GAC's) Bylaws provide that each member home rule city, under 25,000 population, be entitled to designate one representative and an alternate to the H-GAC General Assembly and that the two designees must be elected officials of the city's governing body.

Mayor Sample serves as the 2018 representative for West U and Mayor Pro Tem Franklin serves as the alternate.

The City's 2019 designations must be submitted to H-GAC no later than October 19.

**RECOMMENDATION**

Staff recommends Council designate a representative and alternate for the 2019 H-GAC General Assembly.



# The City of West University Place

*A Neighborhood City*

## CITY COUNCIL

Susan Sample, Mayor  
Wayne J. Franklin, Mayor Pro Tem  
Bob Higley, Councilmember  
Kellye Burke, Councilmember Mardi  
Turner, Councilmember

## STAFF

M. Chris Peifer, City Manager  
Alan Petrov, City Attorney  
Thelma Gilliam, City Secretary

**DRAFT**

## CITY COUNCIL ACTION MINUTES

The City Council of the City of West University Place, Texas, met in regular session on **Monday, August 13, 2018**, in the Municipal Building, 3800 University, West University Place, Texas beginning at approximately **6:30 p.m.**

**Called Meeting to Order.** Mayor Sample called the meeting to order at approximately 6:30 p.m. in the Council Chambers. Council and Staff in attendance were: Mayor Pro Tem Franklin, Councilmembers Burke, Higley and Turner, City Manager Peifer, Assistant City Manager/Public Works Director Beach, City Attorney Petrov, City Secretary Gilliam, Police Chief Walker, Human Resources Director Urban, Finance Director Kalka, Treasurer Nicholson, and Communications Director Jett.

**Pledge of Allegiance:** Councilmember Burke led the Pledge.

**Notice of Meeting:** City Secretary Gilliam confirmed that the notice of the meeting was duly posted in accordance with the Texas Government Code, Chapter 551.

Agenda items were as follows:

### 1. Public Comments

This was an opportunity for citizens to speak to Council relating to agenda and non-agenda items. Commenters were:

- Robert Grossman, 4103 Ruskin, spoke regarding the AT&T issue.
- Eric Orzeck, 2632 Wroxtton, spoke regarding parking on the street near his home and the business in the 5200 block of Kirby.
- Alida Drewes, spoke regarding several issues, including, but not limited to, seniors tax exemptions.

### 2. Benefits Consultants

Matters related to the selection of a consultant for services related to benefits for city employees. *Recommended Action: Discuss and take any desired action. Mr. James Urban, Human Resources Director*

Councilmember Burke moved to award the contract to HUB/IPS. Mayor Pro Tem Franklin seconded the motion. **MOTION PASSED.**

**Ayes:** Sample, Franklin, Burke  
**Noes:** Higley, Turner  
**Absent:** None

### 3. National Flood Insurance Program (NFIP) – Community Rating System

Matters related to the City's participation in the NFIP's Community Rating System which provides discounts to qualifying policy holders. *Recommended Action: Discuss and take any desired action. Ms. Susan Sample, Mayor and Mr. Dave Beach, Assistant City Manager/Public Works Director*

Per staff's recommendation, Councilmember Higley moved to (1) appropriate \$14,700 from the General Fund Reserves to associated CRS application cost; and (2) authorize the City Manager to complete the application process for the Community Rating System with FEMA. Mayor Pro Tem Franklin seconded the motion. **MOTION PASSED.**

**Ayes:** Sample, Franklin, Burke, Higley, Turner  
**Noes:** None  
**Absent:** None

**4. Consent Agenda**

All Consent Agenda items listed were considered to be routine by the City Council and was enacted by one motion. There was no separate discussion of these items.

**A. City Council Minutes**

Approve City Council Action Minutes of July 25, 2018. *Recommended Action: Approve Minutes.* **Ms. Thelma Gilliam, City Secretary**

**B. Appointment of a Deputy Court Clerk**

Matters related to appointing Emily Beard as a Deputy Court Clerk. *Recommended Action: Approve resolution appointing Emily Beard as a Deputy Court Clerk.* **Ms. Marie Kalka, Finance Director**

**C. Investment Policy**

Matters related to a resolution reviewing and accepting the City's Investment Policy in accordance with the Public Funds Investment Act. *Recommended Action: Approve resolution accepting the City's Investment Policy in accordance with the Public Funds Investment Act.* **Mr. Harrison Nicholson, Treasurer**

**D. Interlocal Agreement with Harris-Galveston Subsidence District**

Matters related to an Interlocal Agreement with Harris-Galveston Subsidence District. *Recommended Action: Approve the Interlocal Agreement with Harris-Galveston Subsidence District.* **Mr. Dave Beach, Public Works Director**

Councilmember Higley moved to approve the Consent Agenda as presented. Councilmember Burke seconded the motion. **MOTION PASSED.**

**Ayes:** Sample, Franklin, Burke, Higley, Turner  
**Noes:** None  
**Absent:** None

**5. Adjourn**

With no other matters before Council, Councilmember Higley moved to adjourn the meeting at approximately 7:20 p.m. Councilmember Turner seconded the motion. **MOTION PASSED.**

**Ayes:** Sample, Franklin, Burke, Higley, Turner  
**Noes:** None  
**Absent:** None

Prepared by: Thelma A. Gilliam, TRMC, City Secretary

Council Approval Date